

1816225

11751P1781

lat462:11/24/87  
CUB411-811

THIS INSTRUMENT PREPARED BY:  
Dearborn & Ewing, Attorneys  
Suite 1200, One Commerce Place  
Nashville, Tennessee 37239

SECOND AMENDMENT TO DEED OF TRUST

*11/24/87*  
*December*  
This Second Amendment to Deed of Trust entered into this 1st day of ~~November~~, 1987, by and between Lyons Diecasting Company, a Missouri corporation, successor by name change to NEC, Incorporated of Missouri ("Grantor"), and Sovran Bank/Central South, successor by name change to Commerce Union Bank, a Tennessee banking corporation with its principal place of business at One Commerce Place, Nashville, Tennessee ("Lender").

W I T N E S S E T H:

Grantor has executed a Deed of Trust dated June 26, 1986, conveying land in Jackson County, Missouri to Richard W. Scarritt, a Missouri resident, Trustee, of record in Book 11555, page 1179, Instrument No. ✓1699660, office of the Recorder of Deeds for Jackson County, Missouri, as amended by that certain First Amendment to Deed of Trust dated July 20, 1987, of record in Book 11716, page 2304, office of the Recorder of Deeds for Jackson County, Missouri (the "Deed of Trust") to secure an indebtedness evidenced by (i) a Term Note dated June 26, 1986 in the original principal amount of One Million Three Hundred Thousand Dollars (\$1,300,000.00) (the "Term Note"), (ii) a Line of Credit Note dated June 26, 1986 in the original principal amount of Seven Hundred Thousand Dollars (\$700,000.00), as renewed and extended by that certain Renewal Line of Credit Note dated June 26, 1987 in the original principal amount of Seven Hundred Thousand Dollars (\$700,000.00) (the "Line Note"), both executed by Jackson Group, Inc., a Tennessee corporation, parent of Grantor, and payable to the order of Lender, and (iii) a Promissory Note dated July 20, 1987 in the original principal amount of One Hundred Twenty Thousand Dollars (\$120,000.00) (the "Equipment Note") executed by Grantor and payable to the order of Lender.

40342707



Superfund

I1751P1782

Jackson Group, Inc. has executed a renewal and extension of the Line Note of even date herewith in the original principal amount of One Million Dollars (\$1,000,000.00), representing an increase of Three Hundred Thousand Dollars (\$300,000.00) in the amount of the Line Note.

Grantor, Trustee, and Beneficiary hereby amend the Deed of Trust as follows:

1. Grantor and Lender agree that the Deed of Trust, as hereby amended, is security for the repayment of the Line Note as increased from Seven Hundred Thousand Dollars (\$700,000.00) to One Million Dollars (\$1,000,000.00), the Equipment Note, and the Term Note, with interest as provided therein, together with all renewals, extensions, and modifications thereof.

In all other respects, the Deed of Trust remains unchanged and in full force and effect.

IN WITNESS WHEREOF, Grantor and Lender have executed this Second Amendment to Deed of Trust as of the day and date first above written.

SOVRAN BANK/CENTRAL SOUTH  
successor by name change to  
Commerce Union Bank

LYONS DIECASTING COMPANY,  
successor by name change to  
NEC, Incorporated of Missouri

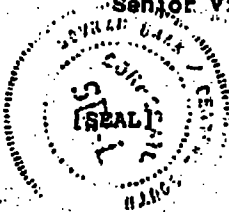
BY: Tom G. Roedy, III  
Thomas G. Roedy, III  
Senior Vice President

BY: Harold E. Jackson, Jr.  
Harold E. Jackson, Jr.,  
Chairman

"LENDER"

"GRANTOR"

[NO SEAL]



I1751P1783

STATE OF TENNESSEE) ss.  
COUNTY OF DAVIDSON)

On this 1<sup>st</sup> day of <sup>December</sup>~~July~~, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Harold E. Jackson, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chairman of Lyons Diecasting Company, successor by name change to NEC, Incorporated of Missouri, a corporation described in the foregoing First Amendment to Deed of Trust, and that said First Amendment to Deed of Trust was signed (no seal) in behalf of said corporation by authority of its Board of Directors, and said Harold E. Jackson, Jr. acknowledged said First Amendment to Deed of Trust to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in said County and State the day and year last above written.

My term expires 9/9/89.

Allen Beard Notary Public  
ALLEN BEARD  
(Type or print Notary's name)

STATE OF TENNESSEE) ss.  
COUNTY OF DAVIDSON)

On this 1<sup>st</sup> day of <sup>December</sup>~~July~~, 1987, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Thomas G. Roady, III, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of Commerce Union Bank, a corporation described in the foregoing First Amendment to Deed of Trust, and that said First Amendment to Deed of Trust was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said Thomas G. Roady, III acknowledged said First Amendment to Deed of Trust to be the free act and deed of said corporation.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal at my office in said County and State the day and year last above written.

My term expires 9/9/89.

Allen Beard Notary Public  
ALLEN BEARD  
(Type or print Notary's name)

STATE OF MISSOURI) ss.  
COUNTY OF JACKSON)  
CERTIFY INSTRUMENT RECEIVED

1987 DEC -9 A 10:42.0

RECORDED BOOK 14551P1781  
CATHERINE PROCHA  
DIRECTOR OF RECORDS

11.00  
L. Spence